GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2017/C&IS/Project/Funding-CRIS/43 Pt.2 New Delhi dated 25.04.2018

The General Manager,
All Zonal Railways/PUs.

Sub:- Standard format of Memorandum of Understanding (MOU) between Railways and CRIS for Execution of IT Projects.

Ref:- (i) Board's letter No. 2004/C&IS/CRIS/PROJECT REVIEW dated 03.10.2007.
(ii) CRIS's letter No. 2017/CRIS/NDLS-HQ/Accts/Finance/0196 dated 16.03.2018.

In supersession of Board's letter under reference, the revised format for entering into Memorandum of Understanding (MOU) between Railways and CRIS for execution of IT projects is enclosed herewith.

This issues with the concurrence of Finance Directorate of Ministry of Railways.

Vinita

(Vinita Narera)
O/C Director Electronics(C&IS)

No. 2017/C&IS/Project/Funding-CRIS/43 Pt.2 New Delhi dated 25.04.2018

Copy to:-

i. The Principal Financial Advisors/All Zonal Railways/PUs.
ii. The Dy. Comptroller and Auditor General of India (Railways), Room No. – 224, Rail Bhawan, New Delhi (with 46 spares).

R Singh

O/C For Financial Commissioner/Railways

Copy to :-

1. Managing Director/CRIS, Chanakyapuri, New Delhi.
2. F(X)II and Budget Branches of Railway Board.
3. Programmer – I, RBCC. Room No. 476-F, Railway Board.

Pl. issue feed w.e.
25/04/2018

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN *NODAL OFFICE* AND CRIS FOR *NAME OF THE PROJECT*

CRIS MOU No.: *No/YEAR*

Para 1 Preamble

Para1.1 Whereas the Centre for Railway Information System (CRIS), an organization of Ministry of Railways, represented by the Managing Director or his/her authorized nominee, hereinafter referred to as CRIS, has agreed, for and on behalf of _____ Railway represented by _____(*Name of NODAL OFFICE)* to procure appropriate hardware and software; Design, Develop the Application/software as detailed below, and to commission _____(*Name of the project/work*) ; and

Para 1.2 Whereas the _____ Railway represented by the General Manager or his/her authorized nominee, hereinafter referred to as the *Name of the Nodal Office* agrees to avail the facility of among other things, development of the software, procurement, supply, installation and commissioning of the hardware and software for execution of the work of "*Name of the Project/work*" for Indian Railways; and

Para 1.3 Whereas the _____ Railways has agreed to get the work of "*Name of the Project/work*", executed through CRIS at a total cost of Rs. *(Cost/value of the work for which MoU is being executed),* as per the sanctioned Detailed Estimate and make advance payment to CRIS (Details enclosed as Annexure-I); and

Para 1.4 Whereas CRIS has put in place *Designation of the CRIS Officer* for making adequate project monitoring and management infrastructure and _____(*Nodal Office)* represented by the _____(*Designation of the Nodal Officer*) has reviewed it; and

Para 1.5 Whereas the *Nodal Office* has put in place "*Designation of the Nodal Officer*" to closely interact and co-ordinate with CRIS for timely completion of the project; and

Para 1.6 Whereas the target dates and suitable milestones under which this work has to be executed have been mutually agreed to by the *Nodal Office* and CRIS as per Annexure–II, the period of completion being indicated in terms of months to be reckoned from the date of start of work by CRIS, keeping in view the targets laid; and

Para 1.7 The Memorandum of Understanding (MOU) has, therefore, been entered into by the *Nodal Office* and CRIS, and signed by the authorized representative of the _____ *Nodal Office* or its nominee and the authorized representative of CRIS or its nominee in token thereof, for transfer of funds and completion of the_____ *Name of Project/work* as per the Deliverables detailed at Annexure II as per terms and conditions given hereunder.

(42)

Para 2 Scope of work

i) Name of the work: *Name of the Project/work;*
ii) Sanctioned Estimate: Detailed as Annexure I
iii) Deliverables: As spelt out in Annexure-II
iv) Details of the Project: Detailed as Annexure – III
v) Works to be executed by (Detailed as Annexure – IV)
   (a) CRIS:
   (b) *Nodal Office:*
   (c) *Nodal Directorate/Railway Board (if required):*
vi) Locations to be decided mutually by CRIS and Nodal office
vii) Training and implementation (if required): Detailed as Annexure V
viii) Any other item (if required): Detailed as Annexure....

Para 3 Scope of MOU

i) Technical particulars of the work (as detailed at Annexure III);
ii) Business Rules are required to be given by *Nodal Directorate/Railway Board or Nodal Office in consultation with Railway Board*;
iii) User functional requirement to be given by *Nodal Officer* to CRIS;
iv) MoU covers payments to be made for the work as per terms and conditions below.

Para 4.0 Terms and conditions of the MOU:

Para 4.1 CRIS shall spend the funds transferred under this MOU, solely for the execution of the work agreed upon under this MOU. CRIS shall submit a quarterly statement of expenditure to *Nodal Office*, for the advance payments received from time to time. CRIS shall also furnish full details of physical progress of work, every quarter to *Nodal Office*. In case, the expenditure incurred by CRIS is less than the amount paid by *Nodal Office* at the end of the project, CRIS shall refund the balance amount along with interest accrued thereon, if any, with a detailed account.

Para 4.2 CRIS shall ensure that any expenditure incurred from this advance is made after following commonly accepted norms of vendor neutrality and fair, open and competitive bidding and financial propriety.

Para 4.3 The items to be procured and other expenditure to be incurred from the advance payments being made under this MOU shall be as per the sanctioned Detailed Estimate submitted by CRIS . In case the expenditure to be incurred by CRIS is more than the sanctioned estimate, same will be incurred only after written approval and sanction of the competent Authority.

Para 4.4 The milestones and target dates for the works covered under this MOU shall be reckoned as mutually agreed to in Annexure-II between CRIS and *Nodal Office*.

Para 4.5 In case there is default from CRIS or *Nodal Office* in adhering to milestones and target dates, CRIS and the *Nodal Office* may jointly decide further course of action including refund of advance payments made fully or partially.

Para 4.6 CRIS shall continuously apprise *Nodal Officer* about the progress of all issues related to the project, like development of software, engagement of outside agency, training and procurement, on a quarterly basis to the satisfaction of the *Nodal office*. Copies of relevant documents to be given to *Nodal office* well in time. .

Para 4.7 CRIS will provide all information related to the Project as and when asked for by the *Nodal office*/ Railway. All modules under development by CRIS will be tested and certified by the *Nodal Office/nominated office by Nodal office* to authorize CRIS to release the Application in the production system of *"CRIS Module" (Module name allotted for execution of the Project)*.

Para 4.8 *Nodal Officer* shall monitor the progress of the project vis-a-vis milestone / target laid as per project deliverables and send a quarterly progress report to Railway Board

Para 4.9 *Nodal Office* will draw up a list of sites and number of equipment required for field sites. The equipment will be procured by CRIS and will be consigned to individual Zonal Railways/Divisions as per advice of *Nodal office*. Receipt and certificates of commissioning of equipment will be provided by Zonal/Divisional authorities to CRIS. All hardware/systems software procured for the different projects by CRIS would be recorded by them in separate ledgers duly recording the reference details of tally stock (Asset Register) where the plant holder of the receiving Railway has taken the material in his books

Para 4.10 Any Application change / customization/scope creep requirements will be routed to CRIS, only through the *Nodal Officer*, and no direct requests from Zonal Railways will be entertained by CRIS.

Para 4.11 Training will be imparted by CRIS to the core implementers of units (HQ / Division / Workshop / Construction units) of the nominated Zonal railways in consultation with the *Nodal Officer*, and the concerned Railway will monitor and ensure the adequacy of the training, so imparted *(Optional para)*.

Para 4.12 At the end of the project, the *Nodal Office* will prepare Project Closing Report.

Para 5.0 Payment Schedule:

Para 5.1 - The payment schedule for advance payment will be such that CRIS is not out of pocket at any time. The payment schedule for advance payment to CRIS shall be as under.

1. On Signing of MOU – 30% of the cost of work to be executed by CRIS;
2. On Issuance of NIT - 20 % of the cost of work to be executed by CRIS;
3. On Issuance of PO - 30 % of the cost of work to be executed by CRIS;
4. On Installation and Commission of the equipment – Balance 10% of the cost of work to be executed by CRIS;
5. On final acceptance and successful completion of the project – Balance 10% of the cost of work to be executed by CRIS.

Para 5.2 CRIS shall not be required to furnish any Bank Guarantee to cover the amount of advance payment. However, interest earned by CRIS on advance / payments received from *Nodal Office*, for this project will be credited to the project.

Para 5.3 Taxes as applicable at the time of billing, will be paid extra by the *Railways*. If any other tax, levy is imposed by any government authority / empowered by law to collect taxes for the services rendered by CRIS, (during the currency of project) then such taxes, duties shall be borne by the *Railways*.

Para 6.0 Warranty Support:

Para 6.1 CRIS shall provide Pass-Thru warranty from OEM / System Integrator, for three years for all the hardware items, and one-year Annual Technical Support (ATS) for the entire system software product licenses, from the date of commissioning. Further, warranty maintenance and operational support will be provided by CRIS through O&M, at rates mutually agreed between Nodal Office/ Railways and CRIS.

Para 7.0 Duration, dispute, Force Majeure:

Para 7.1 This MOU shall remain in force until the works detailed in Para 2 above are completed to the full satisfaction of the *Nodal Office*, or the date on which the *Nodal Office* decides to withdraw the project, or until CRIS and the *Nodal Office* mutually agree to terminate this MOU.

Para 7.2 Any issue / matter left out in this MOU may be mutually decided by the *Nodal Office* and CRIS, for implementation of the project, to the satisfaction of the Indian Railways. In the event of any dispute between the *Nodal Office* and CRIS, the matter shall be referred to Railway Board whose decision shall be final and binding on both the parties.

Para 7.3 Neither CRIS nor the *Nodal Office* shall be responsible or liable for any failure or delay on their part to fulfill or perform any of the terms or obligations under this MOU if such failure or delay is caused by any factor or event beyond their control, including but not limited to, acts of God, strikes, riots, civil commotions, government action, embargoes, natural calamities, war, terrorist activities and the likes.

Para 7.4 Legal/Administrative -Issues: CRIS shall not entertain any issues in the form of RTI, Administrative/Legal cases etc pertaining to the data emanating from the _____*name of Project/work.* All such issues shall be dealt with by designated officer of the Railways or officers nominated by Board.

Signed and executed by the aforesaid parties on: dd/mm/yyyy.

For and on behalf of CRIS

Sign:

Name:
Designation:
Date:
Office Stamp

For & on behalf of President of India

Sign:

Name:
Designation:
Date:
Office Stamp

Annexure – I

Sanctioned estimate

Cost of CRIS portion of the project as per sanction of the Detailed Estimate for the work of "*Name of the Project/work*", vide letter No.. : .....dated .....(Copy of the sanctioned estimate as Annexure 1.i).

S No.	Item	Cost (in Rupees)
GRAND TOTAL		

Annexure – II

Deliverables

Stage wise deliverables for "*Name of the Project/work and Application name as adopted in CRIS*", detailing role and responsibilities are listed below : (M is the month of signing of MOU)

Sl.No.	**Milestone Description**	**Deliverables (In months)**	**Role & Responsibilities**
1.	Signing of MOU	M	CRIS + *Nodal Office*
2.	Business Rules	M+1	*Concerned Directorate of Railway Board*
3.	User functional requirements/Guidance/documentation by Nodal Officer to CRIS Project Officer	M+2	Nodal Officer + Railway Board (RB)
4.	Sanction of Tender Process for procurement of Hardware and Software		
5.			
6.			
7.			
8.	Scope creep during/after testing, if any	M +	CRIS + *Nodal Office*
9.	All India Roll Out of the project	M + 0	CRIS

Note:- After M+ ... and completion of deliverables, whichever is later, Project will come under O&M phase. Detail of the Cost of the O&M shall be shared after the completion of the development of the Project Application.

Annexure – III

Details of the Project

Name of the sanctioned work as per the pink book;
Name of the CRIS Application;
Scope of work as per the MoU;
Details of Application: Infrastructural requirement, Application software details, Network requirements, Training Requirements etc. .....

Annexure –IV

Works/Responsibilities

To facilitate the successful execution of the project Designation of the *Nodal Officer/ and Chief Project Officer/CRIS* will be responsible to discharge their respective activities enumerated as under:

a) **Nodal Officer**
b) **CPO/CRIS;**
c) **Designated Officer/Railway Board:**

Annexure –V

Training and implementation indicating Railway units (if required)

Annexure - VI

Any other item (if required)